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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Assignment of five (5) Master Agreements from Boyle Engineering Corporation to AECOM USA, Inc.

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Diane Reed

**EXT:** 7120

**MOTION/RECOMMENDATION:**

Approve the assignment of the following Agreements and associated Work Orders from Boyle Engineering Corporation, of Orlando, Florida, to AECOM USA, Inc., of Orlando, Florida: PS-1529-06/DRR; PS-5192-05/DRR; PS-5185-05/AJR; PS-5173-04/AJR; and PS-5152-03/AJP.

County-wide

Ray Hooper

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**BACKGROUND:**

Boyle Engineering Corporation, of Orlando, Florida, has been purchased by AECOM USA, Inc., of Orlando, Florida. AECOM USA, Inc. has agreed to take over the following five (5) Master Agreements with the same terms and conditions as awarded by the Seminole County Board of County Commissioners for each Master Agreement, and all active Work Orders have been identified in the recitals under each Assignment:

PS-1529-06/DRR - "Continuing Engineering Services for Capital Improvement Projects" provides continuing engineering services for the Environmental Services Department's Capital Improvement Plan (CIP). This Master Agreement was awarded by the Board on January 23, 2007.

PS-5192-05/DRR - "Yankee Lake Reclamation Facility Expansion and Re-Rate" provides professional engineering services for the expansion and re-rate of the County's Yankee Lake Water Reclamation Facility (Northwest Area Regional Wastewater Treatment Facility) from its current capacity to a capacity of 5.0 MGD. This Master Agreement was awarded by the Board on October 11, 2005.

PS-5185-05/AJR - "Water Quality Master Services" provides for professional services including, but not limited to: collection of system-wide water quality data; laboratory testing; GIS services; hydraulic and water quality model calibration and optimization; distribution system vulnerability/early warning assessment; funding/grant research for water quality; source analysis/planning and development of a water quality master plan. This Master Agreement was awarded by the Board on June 14, 2005.

PS-5173-04/AJR - "Master Agreement for Continuing Professional Services for Environmental Services" provides various professional services for Seminole County Environmental Services Department, under CCNA, work orders are currently limited by construction costs of \$1,000,000 or study costs of \$50,000. This Master Agreement was awarded by the Board on

April 26, 2005.

PS-5152-03/AJP - "Engineering Design and CEI Services for Markham Regional Water Treatment Plant - Phase II Expansion Project" provides various professional services related to the Markham Regional Water Treatment Plant Expansion Phase II construction project. This Master Agreement was awarded by the Board on January 13, 2004.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the assignment of the following Agreements and associated Work Orders from Boyle Engineering Corporation, of Orlando, Florida, to AECOM USA, Inc., of Orlando, Florida: PS-1529-06/DRR; PS-5192-05/DRR; PS-5185-05/AJR; PS-5173-04/AJR; and PS-5152-03/AJP.

**ATTACHMENTS:**

1. PS-1529-06\_DRR-Assignment (AECOM)
2. PS-5192-05\_DRR-Assignment (AECOM)
3. PS-5185-05\_AJR-Assignment (AECOM)
4. PS-5173-04\_AJR - Assignment (AECOM)
5. PS-5152-03\_AJP - Assignment (AECOM)
6. AECOM Assignment - Backup Documentation

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

**ASSIGNMENT OF CONSULTANT SERVICES AGREEMENT and WORK ORDERS  
(PS-1529-06/DRR)  
CONTINUING ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROJECTS**

**THIS ASSIGNMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **BOYLE ENGINEERING CORPORATION**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNOR", **AECOM USA, INC.**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY and ASSIGNOR entered into a Consultant Services Agreement (PS-1529-06/DRR) on March 6, 2007, whereby ASSIGNOR agreed to provide COUNTY with continuing engineering services for capital improvement projects; and

**WHEREAS**, Work Orders 5, 33, 35, 38 and 39 have been issued pursuant to said Agreement and are still outstanding; and

**WHEREAS**, ASSIGNOR, as of March 31, 2008, was purchased by the ASSIGNEE and wishes to transfer its interest in PS-5129-06/DRR and its outstanding Work Orders to the ASSIGNEE; and

**WHEREAS**, both majority shareholders and executives of ASSIGNOR desire this assignment; and

**WHEREAS**, Section 16 of the Consultant Services Agreement entered into between COUNTY and ASSIGNOR on March 6, 2007, requires that the Agreement not be assigned by the parties without prior written consent

of the other party, and in such cases, only by a document of equal dignity therewith; and

**WHEREAS,** COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement and its outstanding Work Orders to ASSIGNEE will best serve the needs of all parties,

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated March 6, 2007, for consultant services, PS-1529-06/DRR, and outstanding Work Orders 5, 33, 35, 38 and 39 to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated March 6, 2007, and all outstanding Work Orders to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated March 6, 2007.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

BOYLE ENGINEERING CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

AECOM USA, INC.

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_

BOB DALLARI, Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/lpk

1/16/09 1/28/09

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**ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT and WORK ORDERS  
(PS-5192-05/DRR)  
YANKEE LAKE RECLAMATION FACILITY EXPANSION AND RE-RATE**

**THIS ASSIGNMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **BOYLE ENGINEERING CORPORATION**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNOR", **AECOM USA, INC.**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY and ASSIGNOR entered into an Engineering Services Agreement for the Yankee Lake Reclamation Facility expansion and re-rate (PS-5192-05/DRR) on December 5, 2005, whereby ASSIGNOR agreed to provide COUNTY with engineering services on a continuing basis; and

**WHEREAS**, Work Order 2 has been issued pursuant to said Agreement is still outstanding; and

**WHEREAS**, ASSIGNOR, as of March 31, 2008, was purchased by the ASSIGNEE and wishes to transfer its interest in PS-5192-05/DRR and its outstanding Work Order to the ASSIGNEE; and

**WHEREAS**, both majority shareholders and executives of ASSIGNOR desire this assignment; and

**WHEREAS**, Section 16 of the Engineering Services Agreement entered into between COUNTY and ASSIGNOR on December 5, 2005, requires that the Agreement not be assigned by the parties without prior written consent

of the other party, and in such cases, only by a document of equal dignity therewith; and

**WHEREAS,** COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement and its outstanding Work Order to ASSIGNEE will best serve the needs of all parties,

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated December 5, 2005, for engineering services, PS-5192-05/DRR, and its outstanding Work Order 2 to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated December 5, 2005, and its outstanding Work Order to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated December 5, 2005.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

BOYLE ENGINEERING CORPORATION

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

AECOM USA, INC.

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_

BOB DALLARI, Chairman

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/lpk

1/16/09 1/28/09

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**ASSIGNMENT OF CONSULTANT SERVICES AGREEMENT and WORK ORDERS  
(PS-5185-05/AJR)  
WATER QUALITY MASTER SERVICES**

**THIS ASSIGNMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BOYLE ENGINEERING CORPORATION**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNOR", **AECOM USA, INC.**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY and ASSIGNOR entered into a Consultant Services Agreement (PS-5185-05/AJR) on July 14, 2005, whereby ASSIGNOR agreed to provide COUNTY with consultant services for water quality master services on a continuing basis for; and

**WHEREAS**, Work Orders 4, 6, 7 and 8 have been issued pursuant to said Agreement and are still outstanding; and

**WHEREAS**, ASSIGNOR, as of March 31, 2008, was purchased by the ASSIGNEE and wishes to transfer its interest in PS-5185-05/AJR to the ASSIGNEE; and

**WHEREAS**, both majority shareholders and executives of ASSIGNOR desire this assignment; and

**WHEREAS**, Section 16 of the Consultant Services Agreement entered into between COUNTY and ASSIGNOR on July 14, 2005, requires that the Agreement not be assigned by the parties without prior written consent

of the other party, and in such cases, only by a document of equal dignity therewith; and

**WHEREAS,** COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement and its outstanding Work Orders to ASSIGNEE will best serve the needs of all parties,

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated July 14, 2005, for consultant services PS-5185-05/AJR, and its outstanding Work Orders 4, 6, 7 and 8 to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated July 14, 2005, and its outstanding Work Orders to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated July 14, 2005.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Assignment on the date below written.

ATTEST:

BOYLE ENGINEERING CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

AECOM USA, INC.

\_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.




\_\_\_\_\_  
County Attorney

AEC/lpk  
1/16/09 1/28/09  
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**ASSIGNMENT OF CONTINUING CONSULTANT SERVICES AGREEMENT  
(PS-5173-04/AJR) ENVIRONMENTAL SERVICES**

**THIS ASSIGNMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BOYLE ENGINEERING CORPORATION**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNOR", **AECOM USA, INC.**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY and ASSIGNOR entered into a Continuing Consultant Services Agreement (PS-5173-04/AJR) on July 21, 2005, whereby ASSIGNOR agreed to provide COUNTY with  consultant services with regard to construction plan preparation, environmental and utility permitting for minor projects on a continuing basis; and

**WHEREAS**, ASSIGNOR, as of March 31, 2008, was purchased by the ASSIGNEE and wishes to transfer its interest in PS-5173-04/AJR to the ASSIGNEE; and

**WHEREAS**, both majority shareholders and executives of ASSIGNOR desire this assignment; and

**WHEREAS**, Section 15 of the Continuing Consultant Services Agreement entered into between COUNTY and ASSIGNOR on July 21, 2005, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

**WHEREAS,** COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement to ASSIGNEE will best serve the needs of all parties,

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated July 21, 2005, for continuing consultant services (PS-5173-04/AJR) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated July 21, 2005 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated July 21, 2005.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this

ATTEST:

BOYLE ENGINEERING CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

AECOM USA, INC.

\_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/lpk

1/16/09

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**ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT (PS-5152-03/AJP)  
ENGINEERING DESIGN AND CEI SERVICES FOR MARKHAM REGIONAL WATER  
TREATMENT PLANT-PHASE II EXPANSION PROJECT**

**THIS ASSIGNMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **BOYLE ENGINEERING CORPORATION**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNOR", **AECOM USA, INC.**, whose address is 320 E. South Street, Orlando, Florida 32801, hereinafter called "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY and ASSIGNOR entered into an Engineering Services Agreement (PS-5152-03/AJP) on February 26, 2004, whereby ASSIGNOR agreed to provide COUNTY with engineering design and CEI services for the Markham Regional Water Treatment Plant-Phase II Expansion Project on a continuing basis; and

**WHEREAS**, ASSIGNOR, as of March 31, 2008, was purchased by the ASSIGNEE and wishes to transfer its interest in PS-5152-03/AJP to the ASSIGNEE; and

**WHEREAS**, both majority shareholders and executives of ASSIGNOR desire this assignment; and


**WHEREAS**, Section 16 of the Engineering Services Agreement entered into between COUNTY and ASSIGNOR on February 26, 2004, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

**WHEREAS,** COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement to ASSIGNEE will best serve the needs of all parties,

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated February 26, 2004, for engineering services (PS-5152-03/AJP) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated February 26, 2004 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents  to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated February 26, 2004.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Assignment on the date below written.

ATTEST: BOYLE ENGINEERING CORPORATION

\_\_\_\_\_  
By:\_\_\_\_\_

(CORPORATE SEAL)

Date:\_\_\_\_\_

ATTEST: AECOM USA, INC.

\_\_\_\_\_  
By:\_\_\_\_\_

(CORPORATE SEAL)

Date:\_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC/lpk

1/16/09

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AECOM  
320 E. South Street, Orlando, Florida 32801  
T 407.425.1100 F 407.422.3866 www.aecom.com

December 29, 2008

Mr. Bob Hunter  
Procurement Supervisor  
Seminole County  
Purchasing and Contracts Division  
1101 E. 1<sup>st</sup> Street, Room 3208  
Sanford, FL 32771

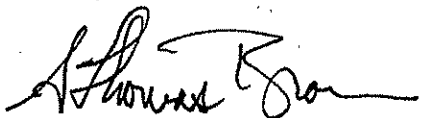
**Subject: Assignment of Contracts: PS 1529-06/DRR  
PS 5185-05/DRR  
PS 5192-05/DRR  
PS 5152-03/DRR  
PS 5173-04/DRR**

Dear Mr. Hunter:

I am writing to request the assignment of the referenced agreements PS 1529-06/DRR, PS 5185-05/DRR, PS 5192-05/DRR, PS 5152-03/DRR, and PS 5173-04/DRR with Boyle Engineering Corporation to AECOM USA, Inc. AECOM USA, Inc. purchased Boyle Engineering Corporation on March 31, 2008. AECOM USA, Inc. accepts all the terms and conditions under the referenced contracts.

Should you require additional information, please call me at 407-513-8214.

Sincerely,



A. Thomas Brown, PE  
District Vice President

cc: Dennis Westrick, PE  
Carol Hunter, PE  
Yvonne Picard, PE  
Keith Rice, PE  
Bruce Bean

AECOM Seminole Assignment Change 12-29-08.doc

AECOM  
320 E. South Street, Orlando, Florida 32801  
T 407.425.1100 F 407.422.3866 www.aecom.com

December 29, 2008

Mr. Bob Hunter  
Procurement Supervisor  
Seminole County  
Purchasing and Contracts Division  
1101 E. 1<sup>st</sup> Street, Room 3208  
Sanford, FL 32771

RECEIVED

JAN 02 2009

**Subject: Merger: PS 1529-06/DRR  
PS 5185-05/DRR  
PS 5192-05/DRR  
PS 5152-03/DRR  
PS 5173-04/DRR**

DEPT. OF ENVIRONMENTAL SERVICE PEI

Dear Mr. Hunter:

This confirms that Boyle Engineering Corporation will be merged by AECOM USA, Inc. on January 3, 2009. There have been no changes in Boyle Engineering Corporation management, supervision, or client service staff as a result of this merger.

A separate request from AECOM USA, Inc. has been submitted to Seminole County (copy attached) to request the reassignment of the Boyle Engineering Corporation Contracts: PS 1529-06/DRR, PS 5185-05/DRR, PS 5192-05/DRR, PS 5152-03/DRR, and PS 5173-04/DRR.

Our new FEIN # is 13-5511947.

Should you require additional information, please contact me at 407-513-8214.

Sincerely,



A. Thomas Brown, PE  
District Vice President

cc: Dennis Westrick, PE  
Carol Hunter, PE  
Yvonne Picard, PE  
Diane Reed  
Keith Rice, PE  
Bruce Bean

Attachment

AECOM Seminole Assignment Merger 12-29-08.doc

AECOM Water

Boyle Engineering Corporation  
1501 Quail Street  
Newport Beach, CA 92660  
T 949.476.3300 F 949.721.7141 www.boyle.aecom.com

RECEIVED

DEC 15 2008

December 8, 2008

DEPT. OF ENVIRONMENTAL SERVICE PEI

Carol Hunter, PE  
Seminole County  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

Re: Projects listed in Attachment A

Subject: Merger of Boyle Engineering Corporation (Boyle) into AECOM USA, Inc.

Dear Carol Hunter, PE:

Boyle is currently providing services to you for the projects listed herein. As you may be aware, AECOM Technology Corporation, our parent company, is integrating its North American operations. The organizational changes will allow better coordination of AECOM expertise and resources across business lines and regions.

As part of this integration, Boyle will be merged into AECOM USA, Inc., effective January 3, 2009. Through this integration, Boyle will become a member of an integrated engineering practice in North America. In addition to performing its traditional design, engineering and professional services, Boyle will now, when needed, also be able to bring a broader suite of infrastructure consulting skills to meet the needs of our clients.

Please be assured that you will continue to receive the quality service to which you are accustomed. The same personnel who are currently providing services under these projects will continue to do so. All of the terms and conditions set forth in the contracts relevant to these projects will remain in effect and the insurance coverage will remain the same.

We are sending you this letter to notify you of the merger described above. We are truly excited about these developments and hope that you share our enthusiasm. Please call us at 949-476-3300 if you have any questions or require any additional information.

Sincerely,

Boyle Engineering Corporation



Phil Petrocelli, President